City of Lafayette Staff Report

To:	City Council
From:	Joanne Robbins, City Clerk
Date:	February 21, 2008
Meeting Date:	**March 10, 2008**
Subject:	Central Contra Costa Transit Authority Agency Agreement

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Background: For the last fifteen plus years the city has been selling to the general public Central Contra Costa Transit Authority (CCCTA) Transit Products, monthly passes, disabled and senior tickets, and summer youth tickets, acceptable for payment for fares and passage on CCCTA buses. The city engages in the sale of Transit Products to support the community and public transportation services for central Contra Costa County.

The Central Contra Costa Transit Authority would like to formalize the off-site sales of Transit Products with the City of Lafayette by entering into an Agency Agreement. The city attorney has reviewed the agency agreement.

Recommendation: Authorize the City Manager to sign the Central Contra Costa Transit Authority Agency Agreement.

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CENTRAL CONTRA COSTA TRANSIT AUTHORITY
AGENCY AGREEMENT

THIS AGREEMENT, made this 20th day of February, 2008, by and between the CENTRAL CONTRA COSTA TRANSIT AUTHORITY, a public joint powers agency of the State of California ("CCCTA"), and City of Lafayette ("Agent").

WHEREAS, CCCTA's purpose is to provide safe and reliable public transportation services for central Contra Costa County, and

WHEREAS, CCCTA makes available for sale to the general public CCCTA commuter cards, prepaid transportation books, monthly passes, disabled and senior tickets, single-ride tickets, and summer youth tickets acceptable for payment for fares and passage on CCCTA facilities ("Transit Products"), and

WHEREAS, Agent desires to engage in the sale of Transit Products in order to support the community and public transportation services for central Contra Costa County, and wishes to establish its place of business as one that the general public associates with the purchase of Transit Products.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the CCCTA and Agent as follows:

1. **Sale of Transit Products.** CCCTA agrees to furnish and Agent agrees to sell Transit Products at the sales prices set by the CCCTA. Agent agrees to secure all Transit Products and funds at all times to minimize loss, theft or damage of, money and property of CCCTA in the care or under the supervision of Agent. On a periodic basis CCCTA representatives will replenish Agent's inventory of Transit Products.

2. **Manner of Payment.** Agent will pay CCCTA 100% of the face value of the Transit Products. Agent shall remit the proceeds to CCCTA of all Transit Products sold by Agent as outlined in Exhibit A.

3. **Responsibility; Indemnification.** Agent agrees to indemnify, defend, and hold harmless CCCTA, its directors, officers, employees, and agents from any and all suits, claims, actions, liability, losses or damages arising directly or indirectly from the use of Agent's facilities and premises for the sale of Transit Products or from the performance of this Agreement by Agent, its officers, employees, subordinates, and associates. This indemnification survives termination of this Agreement.

4. **Term; Termination.** The term of this Agreement shall start on the date written above, and continue until terminated by either party upon at least thirty (30) days' prior notice from either party to the other. However, any default in the accounts or remittances of the Agent shall be sufficient cause for CCCTA to immediately terminate this Agreement without notice. If this Agreement is terminated, Agent shall stop selling Transit Products and remove, or permit CCCTA to remove, all signs, advertising, listings, references and other evidence of the sale of Transit Products which might lead the public to believe that Agent is still selling Transit Products for CCCTA. Also, Agent shall immediately return to CCCTA all CCCTA property and all proceeds that Agent collected from selling Transit Products.

5. **Relationship Between CCCTA and the Agent.** The Agent shall limit its activities for CCCTA to the obligations and duties specified in this Agreement. The Agent shall have no power to bind CCCTA by contract or otherwise except as specified in this Agreement for the sales of Transit Products. CCCTA has no responsibility whatsoever over the employment, discharge, compensation of or service rendered by an employee, subordinate, or associate of Agent.

6. **This Agreement is the Entire Agreement.** This Agreement is the entire Agreement between CCCTA and the Agent and overrides all prior oral and written communications. Any change to this Agreement shall be in writing and signed by both CCCTA and the Agent.

7. **The Agent Shall Not Assign this Agreement.** The Agent shall not assign this Agreement to another person or entity without first getting written consent from CCCTA. All of the terms of this Agreement shall be binding upon and benefit the parties hereto and their respective successors, assigns, and legal representatives.

8. **No Waiver.** CCCTA's waiver of any breach or default by Agent shall not be a waiver of any other breach or default. If CCCTA consents to an act by Agent that requires CCCTA's approval, this does not relieve Agent from obtaining CCCTA's consent for any other similar act.

9. **All Notices Shall be in Writing.** All notices required by this Agreement shall be in writing and may be given to the other party by personal delivery or by mailing the notice in a prepaid envelope to the addresses listed below. The addresses listed below may be changed from time to time by notice mailed in the manner described in this paragraph.

10. **Agent Shall Comply with Federal, State, and Local Laws.** Agent shall comply with all applicable federal, state and local laws and regulations in undertaking the obligations set forth under this Agreement. This Agreement, its interpretation, and all work performed under it, shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

CENTRAL CONTRA COSTA TRANSIT AUTHORITY:

By: Correne Pedroza

Title: Senior Customer Service Representative

Signature: _____

Print: Correne Pedroza

Address: 2477 Arnold Industrial Way
Concord, CA 94521

AGENT: City of Lafayette

By: _____

Title: Steven Falk, City Manager

Signature: _____

Print: _____

Address: 3675 Mt. Diablo Blvd. #210
Lafayette, CA 94549

CENTRAL CONTRA COSTA TRANSIT AUTHORITY
AGENCY AGREEMENT

EXHIBIT A

1. CCCTA agent will visit vendor at least once each month to reconcile ticket sales, replenish ticket stock, and collect payment due to CCCTA. Vendor will receive a detailed invoice outlining ticket inventory and payments.